

**Merolla, Todd**

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**From:** Robert M Ward <rward@bmwiplaw.com>  
**Sent:** Friday, August 6, 2021 4:34 PM  
**To:** Merolla, Todd  
**Cc:** Rachel.Gage  
**Subject:** Re: Activity in Case 1:17-cv-01344-LMM Noorani Trading Inc. v. Bijani et al Order on Motion for Miscellaneous Relief  
**Attachments:** image001.png; image002.jpg

Mr. Merolla,

There is no need to speculate — and, especially off-the-record — about what might happen in the upcoming trials and appeals. Suffice it to say that the rosy picture attempted to be painted by the Plaintiff — of a purported case for alleged “damages” — is respectfully not shared.

Nor has there been any personal animosity from the Defendants to the Plaintiff. Disagreement cannot properly be morphed into animosity.

Nor would it be productive to debate the differing personal perspectives (ala' *Roshomon*) of the events comprising the prior settlement conference.

Moreover, and most respectfully to correct any misunderstanding, the Defendants' present proposal to meet in-person was in response to the invitation of the Plaintiff Noorani to submit a settlement offer. But, all are aware that in order for a mediation to be productive it must be mutual. Therefore, the Defendants will agree to a meeting — at mutual expense and with no pre-conditions — before a private mediator of mutual choice.

It is correct that I do not represent Star.

Thank you,

Bob



Robert M. Ward  
Attorney at Law  
Registered Patent Lawyer

The Pinnacle Building  
3455 Peachtree Road NE, 5th Floor

Atlanta, GA 30326

621 Brixton Circle  
Simpsonville, SC 29681

office: (404) 606-6480  
mobile: (404) 606-6480

[rward@bmwiplaw.com](mailto:rward@bmwiplaw.com)  
[bmwlaw@aol.com](mailto:bmwlaw@aol.com)  
[www.bmwiplaw.com](http://www.bmwiplaw.com)



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On Aug 6, 2021, at 2:58 PM, Merolla, Todd <[atm@merollagold.com](mailto:atm@merollagold.com)> wrote:

Mr. Ward:

We disagree that the path ahead will be a “long and arduous trek.” As Judge May stated, someday this case will end – and it is all but certain that it will end with a permanent injunction and a significant monetary award. Your clients will further be quite likely subjected to additional attorney’s fees awards. My client has been patient over the last four years, and will continue as such through the conclusion of this case.

The last settlement conference was not productive, and given the animosity conveyed in your clients’ motion papers, we will not host a meeting. If you would like to engage in a settlement conference with a third party private mediator, we would do so under the following conditions:

1. Your clients affirm under oath they are no longer selling any items identified in the Second Amended Complaint;
2. Your clients retain and pay for the mediator; and
3. Your clients consent to immediate termination of the \$50,000 bond posted with the Clerk of Court.

Alternatively, your clients can simply convey a settlement offer in writing.

Regarding Star, I am separately discussing this matter with Mr. Gage, as I understand you do not represent Star any more.

Thank you.

A. Todd Merolla  
Merolla & Gold, LLP

404-369-0631  
[atm@merollagold.com](mailto:atm@merollagold.com)

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**From:** Robert M Ward [<mailto:rward@bmwiplaw.com>]  
**Sent:** Tuesday, August 03, 2021 12:23 PM  
**To:** Merolla, Todd  
**Cc:** Rachel.Gage  
**Subject:** Re: Activity in Case 1:17-cv-01344-LMM Noorani Trading Inc. v. Bijani et al Order on Motion for Miscellaneous Relief

Mr. Merolla,

Thank you for the kindness of your timely response and yet further most helpful suggestions. As we both know, we don't always agree in assessing what is in the best interests of our respective clients. But we do agree that, in these cases, the path ahead – unless truncated – would typically constitute a long and arduous trek. For example, I have a pending Lanham Act case before Judge Story that thus far has consisted of two trials and three appeals, which is not unusual.

Accordingly, I do agree that conferring as to a possible “global settlement” would be an intelligent and responsible course of action.

Inasmuch as it has been quite a while since we have discussed settlement, I would suggest a meeting at your Office together with the clients to determine what is doable. As presently advised, I would suggest August 11<sup>th</sup>.

What are the respective lawyers' views on the presence of Star at the meeting? Would it be helpful, or not?

Bob

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<image001.png>

Robert M. Ward  
Attorney at Law  
Registered Patent Lawyer

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3455 Peachtree Road NE, 5th Floor  
Atlanta, GA 30326

621 Brixton Circle  
Simpsonville, SC 29681

office: (404) 606-6480  
mobile: (404) 606-6480

[rward@bmwiplaw.com](mailto:rward@bmwiplaw.com)  
[bmwlaw@aol.com](mailto:bmwlaw@aol.com)  
[www.bmwiplaw.com](http://www.bmwiplaw.com)

<image002.jpg>

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distribution, or copying is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail, permanently delete the original message, and destroy all copies.

On Aug 2, 2021, at 4:48 PM, Merolla, Todd <[atm@merollagold.com](mailto:atm@merollagold.com)> wrote:

Mr. Ward:

My client does not offer anything. We are inquiring whether your clients appreciate the reality of the situation they now find themselves – default has been entered against them as to liability, which necessarily results in a permanent injunction regarding the items identified in the Second Amended Complaint. If they choose to now have the wisdom to cease and desist, and recall any outstanding products, they will be able to limit the monetary relief my client will receive after trial – and which will necessarily be against your individually named clients given the breadth of the terminating sanctions order. Further, an award of attorney’s fees has already been entered twice – to which your clients will have paid over \$100K – and future awards are more than likely to be entered in this extraordinary case.

We presume that your clients will not abide by our demand, and we will proceed accordingly. Of course, if your clients would like to propose some global resolution, they are free to do so, and I am duty bound to convey to my client.

Thank you.

A. Todd Merolla  
Merolla & Gold, LLP

404-369-0631  
[atm@merollagold.com](mailto:atm@merollagold.com)

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**From:** Robert M Ward [<mailto:rward@bmwiplaw.com>]  
**Sent:** Friday, July 30, 2021 9:25 PM  
**To:** Merolla, Todd  
**Cc:** Rachel.Gage  
**Subject:** Re: Activity in Case 1:17-cv-01344-LMM Noorani Trading Inc. v. Bijani et al Order on Motion for Miscellaneous Relief

Mr. Merolla,

Thank you for the Plaintiff’s request for (i) a *de facto* voluntary injunction, and (b) *de facto* voluntary recall(s) -- as and for relief in the present case.

Please clarify the Plaintiff’s offer, and specifically as to whether the Plaintiff Nourani is proposing such voluntary injunctive-like actions as the measure of relief in the case, thereby foregoing monetary relief.

Please respond by Monday, if possible.

Thank you.

Bob

<image001.png>

Robert M. Ward

Attorney at Law  
Registered Patent Lawyer

The Pinnacle Building  
3455 Peachtree Road NE, 5th Floor  
Atlanta, GA 30326

621 Brixton Circle  
Simpsonville, SC 29681

office: (404) 606-6480  
mobile: (404) 606-6480

[rward@bmwiplaw.com](mailto:rward@bmwiplaw.com)  
[bmwlaw@aol.com](mailto:bmwlaw@aol.com)  
[www.bmwiplaw.com](http://www.bmwiplaw.com)

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On Jul 26, 2021, at 6:16 PM, Merolla, Todd <[atm@merollagold.com](mailto:atm@merollagold.com)> wrote:

Mr. Ward and Ms. Gage:

In light of Judge May's Order last week striking the Bijani Defendants' Answer and directing the Clerk of Court to enter default against them as to liability – which the Clerk did on July 22, 2017 – demand is herein made on behalf of my client that yours immediately cease and desist from further promotion, marketing, and sale of any Blunt Life Products bearing the trademarks and utilizing the trade dresses identified in Plaintiff's Second Amended Complaint. With liability established, my client is entitled to a permanent injunction, since "complete injunctions against the infringing party are the order of the day." See *SunAmerica Corp. v. Sun Life Assurance Co. of Can.*, 77 F.3d 1325, 1336 (11<sup>th</sup> Cir. 1996).

Further, if you have not already done so, demand is herein made that you immediately recall any such products in the possession of any distributors, retailers or other non-parties delivered from your clients, and that you retain all such products for an accounting and later destruction.

Please affirm by return email by no later than this Wednesday, July 28, 2021, that your clients will comply with the foregoing.

Thank you.

A. Todd Merolla  
Merolla & Gold, LLP